

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-143-T - ORDER NO. 2019-801
DECEMBER 13, 2019

IN RE: Application of McDowell & Yee, LLC d/b/a) ORDER AMENDING
 You Move Me for Approval to Amend Tariff) TARIFF

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of McDowell & Yee, LLC d/b/a You Move Me (“McDowell & Yee,” “Applicant” or “Company”) to amend the Company’s current tariff. McDowell & Yee presently holds a Class E HHG Certificate of Public Convenience and Necessity (Certificate No. 9826) to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

Upon receipt of the Application, the Commission’s Clerk’s Office instructed McDowell & Yee to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company’s Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proofs of publication of the Notice of Filing. No protests or petitions to intervene were received.

By its Application McDowell & Yee seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company’s

¹ See Commission Order No. 2016-350 issued in Docket No. 2016-45-T.

current tariff. McDowell & Yee proposes to modify the Company's current hourly rates for household goods moves as follows:

	<u>Current Rates</u>	<u>Proposed Rates</u>
(May 1 st – September 30 th)		
Rate per two movers, residential	\$115/hour	\$125/hour
Rate per three movers, residential	\$150/hour	\$165/hour
Rate per four movers, residential	\$185/hour	\$205/hour
Rate per five movers, residential	\$220/hour	\$245/hour
Rate per six movers, residential	\$255/hour	\$285/hour
(October 1 st – April 30 th)		
Rate per two movers, residential	\$105/hour	\$115/hour
Rate per three movers, residential	\$140/hour	\$155/hour
Rate per four movers, residential	\$175/hour	\$195/hour
Rate per five movers, residential	\$220/hour	\$235/hour
Rate per six movers, residential	\$255/hour	\$275/hour

Additionally, McDowell & Yee intends to increase its promotional rates per hour along with various other modifications.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on November 21, 2019. ORS advises that it found several deficiencies by McDowell & Yee at its compliance review on June 12, 2019. However, in a subsequent review on September 26, 2019, ORS found McDowell & Yee to be in compliance with the Commission's rules and regulations. Furthermore, ORS advises that McDowell & Yee is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by McDowell & Yee to the South Carolina Tariff Bureau's (SCTB) rates, it appears that the majority of rates proposed by McDowell & Yee are above the SCTB

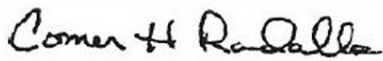
rates, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by McDowell & Yee is just and reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Application of McDowell & Yee, LLC d/b/a You Move Me to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.
2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. "Randy" Randall, Chairman

ATTEST:


Jocelyn Boyd, Chief Clerk/Executive Director



**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff



This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by McDowell & Yee, LLC, doing business as You Move Me (“You Move Me”). For the purposes of this tariff, the carrier, McDowell & Yee, LLC will henceforth be referred to as You Move Me and the shipper, owner, consignee, or agents thereof will be referred to as the shipper. These services are furnished between points and places in the state of South Carolina, i.e. having origin and destination within the state of South Carolina.

**SECTION 1****1.0 TRANSPORTATION AND HOURLY RATE CHARGES**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with an hourly charge as set out below. The clock starts once the moving truck(s) leave the You Move Me office and stops once the moving truck(s) return to the You Move Me office, that followed the unloading of the customer’s goods. Extra chargeable items will follow rates in Section 2. The hourly rates are prorated in 15-minute increments.

The hourly rates and charges from May 1st to September 30th are as follows:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$125.00
Three Men and a Truck	\$165.00
Four Men and a Truck	\$205.00
Five Men and a Truck	\$245.00
Six Men and a Truck	\$285.00
Each Additional Man	\$40.00 per man/per hour
Recognized Federal Holiday Rates	Additional \$15/hour

The hourly rates and charges from October 1st to April 30th are as follows:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$115.00
Three Men and a Truck	\$155.00
Four Men and a Truck	\$195.00
Five Men and a Truck	\$235.00
Six Men and a Truck	\$275.00
Each Additional Man	\$40.00 per man/per hour
Recognized Federal Holiday Rates	Additional \$15/hour



1.2 Office Hours / Minimum Hourly Charges:

You Move Me will operate Monday – Saturday, 9:00 am – 5:00 pm

You Move Me will operate Sunday from 10:00am – 4:00pm.

Monday- Friday

Two-Hour Minimum Charge

Saturday- Sunday

Two-Hour Minimum Charge

Recognized Federal Holidays

Three-Hour Minimum Charge

If customers cancel within 24 hours of their move, You Move Me may charge the applicable minimum.

Shippers are not charged an additional fee for overtime labor.



SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

Floor Model Television ($\geq 48''$) - \$150.00
Flat Screen Televisions ($\geq 42''$) - \$75.00
Safes (gun safes) < 300 lbs. - \$150.00
Safes (gun safes) ≥ 300 lbs. - \$250.00
Gun cabinet - \$100.00

Riding Lawnmowers - \$125.00
Freezers - \$100.00
Golf Carts - \$150.00
Upright Pianos - \$150.00

2.2 Third Party Charges

All statements for third party charges will be attached to the bill of lading.

2.2.1 Upon request of a shipper, You Move Me may engage a third party to provide services that the carrier does not possess the qualified personnel to perform the duties. Such services include, but are not limited to, the disconnecting and reconnecting of washers, dryers, icemakers, refrigerators, freezers; moving specialty items such as pool tables, hot tubs, baby grand or grand pianos; disassembling and reassembling waterbeds, hot tubs, swing sets, and playhouses; preparing grandfather clocks for shipments; building special crates for shipper.

2.2.2 Such third-party charges will be listed as Third-Party Charges on the bill of lading. These third-party charges are in addition to all other charges provided in this tariff and shall be paid by shipper.

2.2.3 If the route of a move requires the use of toll ferries, and the ferry fares are not paid directly by the shipper, the costs will likewise be listed as third-party charges on the bill of lading.

2.3 Elevator or Stair Carry

You Move Me does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.4 Excessive Distance or Long Carry Charges

You Move Me does not charge an additional fee for carrying articles in excessive distance to or from the motor vehicle.



2.5 Pick Up and Delivery

You Move Me does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.6 Packing and Unpacking

2.5.1 You Move Me does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1, plus the market price of packing materials, pursuant to the statement attached to the bill of lading, including sales tax on the materials.

2.5.2 You Move Me is not responsible for items packed by the shipper. Boxes containing fragile or breakable items must be properly labeled. You Move Me reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The shipper is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of You Move Me.



SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. You Move Me must be given reasonable opportunity to inspect damaged items.

3.1.3 Although You Move Me will be careful with a shipper's possessions, from time to time damages may occur. If damages are caused by our service, the shipper will receive Basic Value Protection (\$0.60 per pound per article).

3.1.4 If there is damage, You Move Me must be notified immediately. A damage or claims report will be completed before the carrier leaves the location. If a shipper discovers damage after the move, You Move Me must be contacted within 30 days of the move. No damage claims will be honored until the charges for moving services are paid in full. The shipper will be asked to sign a Bill of Lading acknowledging this.

3.1.5 You Move Me's liability shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding the actual cash value of the property at time and place of loss.

3.1.6 You Move Me shall not be liable for loss or damage occurring after the property has been delivered to and received by the shipper. When You Move Me is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agent is not present, the property shall be at the risk of the shipper after unloading or delivery.

3.1.7 When You Move Me is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present, the property shall be at the risk of the shipper before loading.

3.2 Computing Charges

You Move Me rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.



3.3 Governing Publications

You Move Me rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

You Move Me does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. You Move Me will not accept responsibility for safe delivery of such articles if they come into You Move Me possession with or without You Move Me's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of You Move Me's Bill of Lading. The terms and conditions of the bill of lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

You Move Me shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

**SECTION 4****4.0 PROMOTIONS**

You Move Me shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Teachers/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active duty military, veterans, teachers and senior citizens that provide proper proof of same. Any promotion cannot be combined with any other offers. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. Extra chargeable items will follow rates in Section 2. The clock starts once the moving truck/s leave our You Move Me office and stops once the moving truck/s return to the You Move Me office, that followed the unloading of the customer's goods. The hourly rates are prorated in 15-minute increments.

The promotional hourly rates and charges from May 1st to September 30th are as follows:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$112.50
Three Men and a Truck	\$148.50
Four Men and a Truck	\$184.50
Five Men and a Truck	\$220.50
Six Men and a Truck	\$256.50
Each Additional Man	\$36.00 per man/per hour
Recognized Federal Holiday Rates	Additional \$13.50/hour

The promotional hourly rates and charges from October 1st to April 30th are as follows:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$103.50
Three Men and a Truck	\$139.50
Four Men and a Truck	\$175.50
Five Men and a Truck	\$211.50
Six Men and a Truck	\$247.50
Each Additional Man	\$36.00 per man/per hour
Recognized Federal Holiday Rates	Additional \$13.50/hour



4.2 Discounts from Hourly Charges:

You Move Me will accept \$50 off coupons which will be attached to the bill of lading. Coupons cannot be used with any other offers including Military, Teacher, or Senior Citizens discounts.



Charlotte, North Carolina
"We Move People, Not Just Their Boxes"
End of Move Customer Checklist

_____ I have checked the **back of the truck** for any further personal belongings and I am satisfied that the Movers have removed everything that belongs to me.

_____ I am satisfied that all my **belongings have been packed** according to my specifications and anything that has not been packed I am taking responsibility for.

_____ I am satisfied that the **furniture has been moved internally** to my specifications and there is nothing else I want the Movers to do.

_____ I am satisfied that everything has been **loaded on my rental truck/storage** and nothing remains in my house/apartment that I want to be loaded.

_____ I am certain that **nothing remains at the load up address/addresses** that I would like the carriers to move. I am responsible for anything that remains.

_____, am satisfied with the job having been completed. Everything has been placed where I would like it and all my belongings have been reassembled to my satisfaction.

Customer

You Move Me Employee

Date

Work Order #